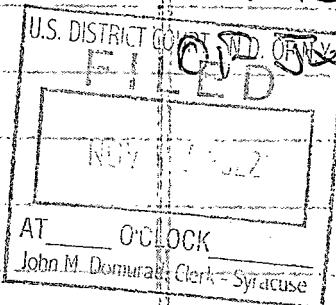


U.S. DISTRICT COURT, NORTHERN
DISTRICT OF NEW YORK

JAMES P. MITTINA, PROSE PLAINF, C.E.O.
OF BOX W. TRADING AND LEASING INC. ET AL
PLAINTIFF:



DOCKET NO: 5:22-cv-0177 (BKS/mj)

- AGAINST -

CITIZENS BANK, N.A. ET AL.

DEFENDANTS/RESPONDENTS.

OMNIBUS motion Pursuant to
COURT RULE 56 FOR SUMMARY JUDGMENT
TO RECONSIDER JUDGE BRENDA K. SANNE'S
DECISION AND ORDER DATED 11/01/2022
CONCERNING RULE 12(b)(4).

1. IT IS A FACT THAT; UNDER NEW YORK FEDERAL DISTRICT COURT RULES, IT IS INCUMBENT UPON THE DEFENDANTS AS TO SERVICE OF SUMMONS, THAT DEFENDANTS MUST ABIDE BY LOCAL RULES 10-1(c) (11-1) 10-1(c) 2.

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VIOLATIONS OF COURT RULES; 10.1(A)(B)(C)-10.2

11.1(A)(B) BY CITIZENS BANK, N.A., ET AL AND WOODHORN, A.P.T.

2. IT IS A FACT THAT; ALL ATTORNEYS OF RECORD AND PROSE LITIGANTS MUST IMMEDIATELY NOTIFY THE COURT OF ANY ADDRESS CHANGE PARTIES MUST FILE THE NOTICE OF CHANGE OF ADDRESS WITH THE CLERK OF COURT, AND SERVE THE SAME WITH ALL OTHER PARTIES TO THE ACTION.

3. IT IS A FACT THAT, THE NOTICE MUST IDENTIFY EACH AND EVERY ACTION TO WHICH THEY SHALL APPLY. THE NOTICE MUST IDENTIFY EACH AND EVERY ACTION TO WHICH THE NOTICE SHALL APPLY. IN

ACTION THE NOTICE SHALL BE CLEARLY ENDED; NOTICE OF CHANGE OF ADDRESS.

4. IT IS A FACT THAT, DEFENDANTS DID NOT FILE WITH THE CLERK OF COURT THE CHANGE OF ADDRESS BEFORE PLAINTIFF FILED HIS SUMMONS WITH THE COURT. IF DEFENDANTS WOULD HAVE FILED THIS NOTICE OF CHANGE OF ADDRESS PLAINTIFF →

- 3. WOULD HAVE DIRECED THE SUMMONS
4. DIRECED THE SUMMONS TO THE NEW
ADDRESSES FOR BOTH DEFENDANTS
CITIZENS BANK NA ET AL. AND WOOLHAVEN
APARTMENT AND VINCOR LUMINA
5. IT IS A FACT THAT THE DISTRICT COURT
HAS NO RECORD OF CHANGE OF ADDRESS
BEFORE PLAINTIFF SERVED THE SUMMONS
6. IT IS A FACT THAT DEFENDANT IS VIOLATED
THE COURT RULES 10.1(C) INFORMATION
REQUIRED
COURT RULE 11.1
APPEARANCE AND WITHDRAWAL OF
ATTORNEYS (FORMERLY L.R. 83:2)
(A) APPEARANCE:
IT IS A FACT THAT A NOTICE OF
APPEARANCE MUST BE FILED WITH THE
COURT CLERK
(B) WITHDRAWAL NOTICE MUST BE FILED
WITH THE COURT CLERK.
7. IT IS A FACT THAT DEFENDANT'S MOTION TO
DISMISS PLAINTIFF'S CIVIL ACTION MUST →

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7. → BE DISMISSED THE FOUNDATION FOR PLAINTIFFS' DISMISSAL IS COMPLETELY FALSE.
- 8 IT IS A FACT THAT DEFENDANT DID VIOLATE THE RULES(LAW). THEY BLAME PLAINTIFF FOR THEIR OWN VIOLATION OF THE LAW. THIS COURT MUST SEE TO IT THAT THIS ISSUE IS RESOLVED ACCORDINGLY.
- 9 IT IS A FACT THAT IF PLAINTIFF WOULD HAVE KNOWN THEIR ADDRESS AND NEW ATTORNEYS NAMES, HE WOULD FOLLOW THE ADDRESS CHANGE AND NEW ATTORNEYS.
10. THIS COURT MUST DISMISS DEFENDANT'S MOTIONS TO DISMISS PLAINTIFF'S CIVIL ACTION, BECAUSE THE FOUNDATION OF THESE MOTION TO DISMISS ARE NULL AND VOID, THEY BROKE THE LAW/RULES, THEY CANNOT BE REWARDED WITH PLAINTIFF'S DISMISSAL OF THE CIVIL ACTION. THEY ARE THE WRONGDOERS, NOT PLAINTIFF.

JURISDICTION PURSUANT TO NEW YORK
STATE LAW CPLR. 215(8)(A).

1.

IT IS A FACT THAT ALL DEFENDANTS HAVE
DECLARED THAT BREACH OF JUDICIAL
DUTY AND BREACH OF LEGAL CONTRACTS
WAS A MOOT ISSUE AND DEFENDANTS
LIKE SYRACUSE CITY ET AL FILED
MOTIONS TO DISMISS PLAINTIFFS CIVIL
ACTION, BUT CPLR. 215(8)(A) IS THE
SHIELD TO STOP THE DEFENDANTS ARGUMENT.
IT IS A FACT THAT PURSUANT TO NEW
YORK LAW, CPLR. 215(8)(A), LANGUAGE
IS THAT PLAINTIFF CANNOT COMMENCE
A LAWSUIT BEFORE THE CRIMINAL
CASE HAS BEEN SETTLED IN HIS
FAVOR PURSUANT TO NEW YORK STATE
CPLR. 215(8)(A).
IT EXPLAINS THAT; WHENEVER IT IS
SHOWN THAT A CRIMINAL ACTION HAS
BEEN COMMENCED WITH RESPECT TO THE
EVENT OR OCCURANCE FROM WHICH
A CLAIM GOVERNED BY THIS ACTION
ARISES THE PLAINTIFFS SHALL HAVE AT →

1. ➤ AT LEAST ONE YEAR FROM
TERMINATION OF THE CRIMINAL ACTION
AS DEFINED IN SECTION 1.20 OF
CRIMINAL PROCEDURE LAW, IN WHICH
TO COMMENCE THE CIVIL ACTION.
NOTWITHSTANDING THAT THE TIME IN
WHICH TO COMMENCE THE CIVIL
ACTION HAS ALREADY EXPIRED OR
HAS LESS THAN 1 YEAR REMAINING.

2. IT IS A FACT THAT, PURSUANT TO NEW
YORK STATE CPLR SECTION 215(8)(A),
CIVIL LAW SUIT OF BREACH OF
FIDUCIARY DUTY AND LEGAL CONTRACTS
ARE NOT MOOT ISSUES AS THE LAWS OF
THE STATE OF NEW YORK PROTECTS
PLAINTIFFS' LAWSUIT. THEREFORE ALL
DEFENDANTS WHO ARE USING MOOT
DEFENSE DO NOT HAVE ANY DEFENSE
OF MOOT. THEREFORE THEIR MOTIONS
MUST BE DISMISSED BY COURT.

ACCOUNTABILITY AND LIABILITY PURSUANT
TO TITLE 31 SECTIONS 5318 (S) (3),
THE ANNUNZIO ACT (1972)

1. IT IS A FACT THAT, UNDER NEW YORK
LAWS AND UNITED STATES CONSTITUTION
AMENDMENT 14TH, 5TH, 6 AND TITLE 42
U.S.C.A SECTIONS TITLE 8-SECTIONS 43 & 47,
TITLE 42 U.S.C.A. SECTIONS; 1981, 1981(A) (B)
(1983, 1985(3)).
2. IT IS A FACT THAT ALL THESE TITLES AND
SECTIONS OF U.S. LAW GIVE GUARANTEES
OF DUE PROCESS TO PLAINTIFFS FOR
VIOLATIONS OF HIS CIVIL AND CONSTITUTIONAL
RIGHTS.
3. IT IS A FACT THAT DEFENDANTS; KEY BANK
CITIZENS BANK, N.A. ET AL, BANK OF
AMERICA, N.A. ET AL, CITY OF SYRACUSE,
ET AL, ONONDAGA COUNTY, ET AL, VINOD
LUTHRA, WOODHULL APARTMENTS, ET AL. MUST
KNOW THAT BREACH OF FIDUCIARY AND
LEGAL CONTRACTS ARE NOT MOOT ISSUES. THEY
VIOLATED THE BREACHES OWN PLAINTIFF. THEIR
NOTIONS TO DISMISS PLAINTIFF CIVIL ACTION MUST BE
DISMISSED, SEE CPLR 215(B) 8(B)

PURSUANT TO 42 U.S.C.A. 1981 (A)-(B)

1. PLAINTIFF WAS ABLE TO ENTER INTO MANY
MULTI 20 YEARS TO 50 YEARS
GUARANTEED CONTRACTS SUCH AS:-
ONE OF 705 IRREVOCABLE 20 YEARS
GUARANTEED REVOLVING VERY GOOD
LETTERS OF CREDIT FOR PLAINTIFF TO
SELL AND DELIVER VARIOUS COMMODITIES
FOR THEIR BUSINESS ASSOCIATES WORLD
WIDE. AND PLAINTIFF PUT UP 15%
BOND (PERFORMANCE BOND) AND DELIVERY
TO COMMENCE SOON AFTER RECEIVING
THE 705 IRREVOCABLE LETTERS OF CREDIT
WORTH ABOUT U.S. \$900 BILLIONS IN
U.S. DOLLARS.

IT IS A FACT THAT EACH DEFENDANT BANK
RECEIVED 235 IRREVOCABLE LETTERS
OF CREDIT. X 3 BANKS IT IS A TOTAL
OF 705 IRREVOCABLE LETTERS OF
CREDIT, INCLUDING \$300 BILLION IN
U.S. DOLLARS AS DOWN PAYMENT. I

2. IT IS A FACT THAT THIS \$300. BILLIONS WAS
SENT TO PLAINTIFF'S ACCOUNTS WITH
JEROME DANIS, CITIZENS BANK, N.A., ET AL.
KEY BANK N.A. ET AL; AND BANK OF AMERICA N.A.

3. IT IS A FACT THAT, UNDER NEW YORK STATE LAW, A CAUSE OF ACTION BASED UPON BREACH OF FIDUCIARY DUTY RIES, NOT ON THE VIOLATION OF GENERALIZED PROFESSIONAL STANDARDS BUT ON "ABUSE OF PARTICULARIZED PROFESSIONAL STANDARDS, LEGAL RELATIONSHIP OF TRUST." AS SEEN IN KOTTLER V. DEUTSCHE BANK AG, 607 F. Supp. 2d 447 (N.Y. E.D.C.) ALSO SEE MALMSTEEN V. BERDON LLP, 369 FED APPX 248 (CA-2 CIRCUIT N.Y. 2010). ALSO THE CASE OF REGARSON 774 N.Y.S.2d 445, 17 A.D. 3d 243 A.D.N.Y. 2005.)

4. IT IS A FACT THAT, UNDER NEW YORK LAWS IN THE CASE OF MALMSTEEN, V. BERDON, L.L.P. BERDON, L.L.P. WAS MADE BY COURT TO PAY BACK MALMSTEEN ALL THE MONEY THEY FAILED TO COLLECT. ALSO IN THE CASE OF REGARSON, THE COURT ORDERED GARSON TO PAY BACK ALL THE MONEY HE FAILED TO COLLECT.

JURISDICTION PURSUANT TO N.Y.
C.P.L.R. SECTION 315 (8) (A).

4. IT IS A FACT THAT ON APRIL 9, 2014, THE CASE OF NEW YORK STATE V. JAMES P. MUTHA, BECAME MOOT. WHEN THE INDICTMENT WAS COMPLETELY DISMISSED BY THE NEW YORK STATE SUPREME COURT, ONONDAGA COUNTY. NOW HERB THE CRIMINAL CASE BECAME MOOT.

5. IT IS A FACT THAT THE DEFENDANTS ARE USING THE CRIMINAL CASE MOOTNESS FOR THE CIVIL CASE JUST AS JUDGE GARY L. PARKER DID IN HIS DECISION AND RULING WITHOUT WRITING A DECISION FOR THE CIVIL CASE, CONCERNING BREACH-

6. *OF FINANCIAL DUTY AND BREACH OF LEGAL CONTRACTS.

JURISDICTION:

7. IT IS A FACT THAT, IN THE STATE OF NEW YORK PLAINTIFF CANNOT COMMENCE A LAWSUIT BEFORE THE CRIMINAL CASE HAS BEEN SETTLED IN HIS FAVOR. SEE >>

JURISDICTION PURSUANT TO: CPL.R.

SECTION 815-(8)(A).

→ PURSUANT TO CPLR SECTION 815(8)

(A) THAT whenever it is shown that a criminal action has been commenced with respect to the event or occurrence from which a claim governed by this action arises, the plaintiffs shall have at least ONE YEAR, from termination of the criminal action as defined in section 1.20 of Criminal Procedure Law, in which to commence THE CIVIL ACTION, notwithstanding that the time in which to commence such action has already expired or has less than 1 YEAR REMAINING.

8.

IT IS A FACT THAT, PURSUANT TO NEW YORK STATE CPLR SECTION 815(8)(A), CIVIL LAW SUIT OF BREACH OF FIDUCIARY DUTY AND LEGAL CONTRACTS ARE NOT MOPP ISSUES AS THE LAW OF THE STATE OF NEW YORK PROTECS →>>

8. → PLAINTIFFS CIVIL LAW SUIT.

9. IT IS A FACT THAT: PURSUANT TO NEW YORK STATE LAW: C.P.L.R. SECTION 215.(8)(A), DEFENDANT'S CONVICTION OF MOOTNESS IS COMPLETELY DEFENDED BY PLAINTIFFS' JURISDICTION PURSUANT TO C.P.L.R. SECTION 215(8)(A), OF NEW YORK STATE LAW.

10. IT IS A FACT THAT: UNDER NEW YORK LAW, C.P.L.R. SECTION 215(8)(A), PLAINTIFFS CIVIL LAW SUIT OF BREACH OF FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS ARE NOT MOOT: THEY WERE NOT DECIDED AND THEY ARE TIMELY FILED.

11. IT IS A FACT THAT ALL THE DEFENDANT'S KNEW THAT THE CIVIL LAW SUIT WAS NOT MOOT BECAUSE OF THE NEW YORK LAW THAT GIVES PLAINTIFF JURISDICTION TO CONTINUE PROSECUTING THE LAW SUIT PURSUANT TO 14TH AMENDMENT TO EQUAL →

11 =>

PROTECTION UNDER THE LAW DUE PROCESS,

ACCOUNTABILITY AND LIABILITY,
PURSUANT TO TITLE 31 U.S.C.A SECTION
5318(g)(3). THE ANNUNZIO WILLIAMS ACT.
1992.

12. IT IS A FACT THAT, UNDER NEW YORK STATE LAWS AND UNITED STATES CONSTITUTION AMENDMENT 14TH, 5TH, 6TH AND TITLE 42 U.S.C.A. SECTIONS 1981, 1981(A)(B), 1983, 1983(3) TITLE 8. (43)(47).

13. IT IS A FACT THAT, ALL THESE TITLES AND SECTIONS OF U.S. LAWS GIVE GUARANTEE OF DUE PROCESS TO PLAINTIFFS, FOR VIOLATIONS OF HIS CIVIL AND CONSTITUTIONAL RIGHTS.

13. DEFENDANTS: KEY BANK, N.A. ET AL.
BANK OF AMERICA, N.A., ET AL. CITIZENS BANK, N.A. ET AL, CITY OF SYRACUSE ET AL., ONONDAGA COUNTY ET AL.
WOODSTOCK APARTMENTS ET AL. VINOJ LUITTA, ET AL.

14. TITLE 42 U.S.C.A. (A) AND (B)
SECTION 1985(3) CONSPIRACY TO DEFEND
PLAINTIFFS THEIR CIVIL AND CONSTITUTIONAL
RIGHTS.

TITLE 42 U.S.C.A. SECTION 1981 (A) AND (B)

15. SUBDIVISION "A" SPECIFICALLY SAYS: ALL PERSONS WITHIN THE JURISDICTION OF THE U.S. SHALL HAVE THE SAME RIGHTS IN EVERY STATE AND TERRITORY, TO MAKE AND ENFORCE CONTRACTS, TO SUE, BE PARTIES, GIVE EVIDENCE AND TO FULL EQUAL BENEFITS OF ALL LAWS AND PROCEEDINGS FOR THE SECURITY OF THE PERSONS AND PROPERTY AS IS ENJOYED BY WHITE CITIZENS, AND SHALL BE SUBJECT TO LIKE PUNISHMENT, PAINS PENALTIES, TAXES, LICENSES AND EXACIIONS OF EVERY KIND AND NO OTHER.

16. SUBDIVISION "B"

IT IS A FACT THAT IN DECEMBER 2005 →

16. → PLAINTIFFS ENTERED INTO MANY MILLS
TENURE YEARS TO FIFTY YEARS
GUARANTEED 705 IRREVOCABLE
PROFITABLE CONTRACTS WITH THEIR VERY
MANY BUSINESS ASSOCIATES WORLD WIDE
FOR PLAINTIFFS TO SELL AND DELIVER
VARIOUS COMMODITIES THAT THEIR BUSINESS
ASSOCIATES ORDERED AND PAID FOR WITH
THEIR GUARANTEED IRREVOCABLE
REVOLVING 705 LETTERS OF CREDIT THAT
THEY OPENED AT THEIR SENDING BANKS.
PLAINTIFF PUT UP 15% PERFORMANCE
BONDS AND DELIVERY WAS TO COMMENCE
SOON AFTER RECEIVING 705 IRREVOCABLE
REVOLVING LETTERS OF CREDIT CONTRACTS
THROUGH PLAINTIFFS RECEIVING BANKS.
TO WIT:- DEFENDANTS:- KEY BANK, N.A.
ET AL. CITIZENS BANK, N.A. ET AL.
BANK OF AMERICA, ET AL. AND ALL
OTHER DEFENDANTS. CITY OF SYRACUSE,
ET AL. ONONDAGA COUNTY, ET AL.
WOOD HAVEN APARTMENTS ET AL. VINO D,
LUITRA, ET AL. AND ALL OTHER
DEFENDANTS NAMES HEREIN.

17. IT IS A FACT THAT, UNDER NEW YORK LAW, A CAUSE OF ACTION BASED UPON BREACH OF FIDUCIARY DUTY RESTS NOT ON THE VIOLATION OF GENERALIZED PROFESSIONAL STANDARDS BUT ON "ABUSE" OF PARTICULARIZED LEGAL RELATIONSHIP OF "TRUST", AS SEEN IN KOTTLER V. DEUTSCHE BANK AG: 607 F. SUPR 2d. 447 (N.Y. E.D.C.), ALSO - SEE MALMSTEEN V. BERDON, LLP: 369 FED APPX 248 (C.A. 2 Circuit, N.Y. 2010), ALSO SEE THE CASE OF RE: GARSON 794 N.Y.S. 2d. 645, 17 A.D. 3d 243 (A.D. N.Y. 2005) "DEFENDANT IS MUS PAY BACK ALL PLAINTIFF'S MONEY."
18. + IT IS A FACT THAT, UNDER NEW YORK LAWS, IN THE CASE OF MALMSTEEN V. BERDON, LLP, THE COURT IS FOUND THAT, DEFENDANT BERDON, LLP WAS MADE TO PAY MALMSTEEN FOR FAILURE TO COLLECT ALL HIS MONEY. IN THE CASE OF RE: GARSON, THE COURT ORDERED GARSON TO PAY BACK FUNDS HE FAILED TO COLLECT.

BREACH OF FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS.

19. IT IS A FACT THAT, UNDER NEW YORK LAW, THE MAIN ISSUE IN THIS DISPOSITIVE MOTION, IS BREACH OF FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS, AS IN THE CASE OF MALTSTEEN V. BERDON, LLP, 369 FED. APPX. 248 (CA. 2 CIRCUIT NY. 2010; ALSO SEE: RE: GARSON, 17 AD3d 243, 793 N.Y.S.2d 397 (N.Y. A.D. 2005).

20. IT IS A FACT THAT, IN THE STATE OF NEW YORK, A CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY HAS A SIX-YEAR STATUTE OF LIMITATION AND SINCE THERE WERE THREE BANKS CONTRACTS, PLAINTIFF IS ASSERTING LIABILITY IN THE CONTRACTUAL.

RELATIONSHIP OF PARTIES: AS IN "RARATIA V. KOZLOWSKI" 94 A.D.2d 454, 464, N.Y.S.2d N.Y.S.2d 803, 807-08 (1983) ALSO SEARS ROEBUCK 767 & CO. V ENCO ASSOC.

→ 20. →

→ 43 N.Y.2d 389, 401 N.Y.S.2d
767, 372 N.E.2d 583 338 (1977) SEE ALSO
GEBHART V. ALLSPECT INC 96 F. Supp. 331
338 (S.D.N.Y. 2000).

21. IT IS A FACT THAT UNDER NEW YORK
LAW CERTAIN ACTIONS FOR DAMAGES
TO PROPERTY OR PECUNIARY INTEREST
TO BE BROUGHT UNDER EITHER TORT
OR CONTRACT THEORY, AND HENCE
APPLIES THE LONGER OF THE TWO
STATUTE OF LIMITATION AS LONG AS
THE ASSERTED LIABILITY HAS ITS
GENESIS IN THE CONTRACTUAL
RELATIONSHIP OF THE PARTIES. AS
IN, BARATTA V. KOZLOWSKI, 94 A.D.
2d 454, 464 N.Y.S.2d 803, 807-08 (1983)
ALSO SEE: MALMSTEEN V. BERDON, WHERE
A CONTRACTUAL RELATIONSHIP EXISTED.
JUST LIKE THIS CIVIL ACTION HAS A
CONTRACTUAL RELATIONSHIP FOR THE
DEFENDANTS, TO BE THE SOLE COLLECTORS
OF PLAINTIFF'S LETTERS OF CREDIT AND
CASH, FROM APPELLANT'S BUSINESS
ASSOCIATES WORLD WIDE. 19

22.

IT IS A FACT THAT UNDER NEW YORK
LAW, PLAINTIFFS LAW SUIT IS FOUND
ON CONTRACTUAL RELATIONSHIP WHERE
BY PLAINTIFF & JAMES R MITCHELL, SIGNED
3 BANKS CONCERNING WITH THE DEFENDANT
BANKS. TO WIT: KEY BANK, N.A. ET AL.
CITIZENS BANK, N.A. ET AL., BANK OF
AMERICA, FOR EACH BANK TO COLLECT
235 VERY PROFITABLE 20 YEARS
GUARANTEED LETTERS OF CREDIT AND
U.S. \$ 300⁰⁰ BILLION IN U.S. DOLLARS.
AS AN AGREED CONTRACT BOND FROM
PLAINTIFFS BUSINESS ASSOCIATES.

PRAYER FOR RELIEF

WHEREFORE:- PLAINTIFF SEEK DAMAGES
IN FORM OF U.S. STATE OF AMERICA
DOLLARS.

DAMAGES:-

1. 705 GUARANTEED FOR 20 YEARS LETTERS OF
CREDIT WORTH U.S. \$ 900⁰⁰ BILLIONS +
2. \$ 300⁰⁰ BILLIONS DOWN PAYMENT FROM BUSINESS
ASSOCIATES.

3. \$ 150⁰⁰ BILLIONS⁰⁰ PER YEAR PLAINTIFF'S COMPENSATION SALARY
UNTIL NOW 17 YEARS (2005-2022)

4. \$ 30⁰⁰ BILLIONS PER YEAR FOR HIS 10 YEARS OF INCARCERATION.

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